

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

079

06/16/2010

6. ISSUED BY

CODE

03001

7. ADMINISTERED BY (If other than Item 6)

CODE

03001

EMCBC

U.S. Department of Energy  
EM Consolidated Business Center  
250 E. 5th Street, Suite 500  
Cincinnati OH 45202

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U.S. Department of Energy  
EM Consolidated Business Center  
250 E. 5th Street, Suite 500  
Cincinnati OH 45202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WEST VALLEY ENVIRONMENTAL SERV  
Attn: DAVID R. PETHICK  
720 PARK BLVD  
P.O. BOX 73  
BOISE ID 837290001

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DE-AC30-07CC30000

10B. DATED (SEE ITEM 13)

06/29/2007

CODE 626195270

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Clause I.82 FAR 52.243-2 Changes - Cost Reimbursement
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 94-1381538

DUNS Number: 626195270

The purpose of this Modification (M079) is to incorporate the following change into the contract pursuant to Contract Clause I. 82 FAR 52.243-2 Changes - Cost Reimbursement. The Contractor accepts this modification as an accurate reflection and in full satisfaction for a contract change to facilitate a credit to DOE for the costs related to the final status of the Bulk Storage Warehouse from "removed" to "returned to NYSERDA".

The contract a final status survey for this facility as "Removed". DOE has now determined that WVES need not remove the Bulk Storage Warehouse due to NYSERDA identified itself as a potential user of the facility. NYSERDA is the present owner of the BSW.  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Lisa M. Maul, CFO

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Derrick J. Franklin

15B. CONTRACTOR/OFFEROR

Emmanuel  
(Signature of person authorized to sign)

15C. DATE SIGNED

7/7/10

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

06/16/2010

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

ORIGINAL

NAME OF OFFEROR OR CONTRACTOR  
 WEST VALLEY ENVIRONMENTAL SERV

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The contract value is hereby decreased by &lt;\$45,387.00&gt; to reflect the credit associated with costs related to the final status of the Bulk Storage Warehouse from "removed" to "returned to NYSERDA". The contract base fee and award fee pool remain unchanged.</p> <p>Period of Performance: 06/29/2007 to 06/30/2011</p>				

A. The purpose of this Modification (M079) is to incorporate the following change into the contract pursuant to Contract Clause I. 82 FAR 52.243-2 Changes - Cost Reimbursement. The Contractor accepts this modification as an accurate reflection and in full satisfaction for a contract change to facilitate a credit to DOE for the costs related to the final status of the Bulk Storage Warehouse from "removed" to "returned to NYSERDA".

The contract that WVES issued to DOE in response to Solicitation DE-RP30-06CC30000 indicates a final status survey for this facility as "Removed". DOE has now determined that WVES need not remove the Bulk Storage Warehouse due to NYSERDA identified itself as a potential user of the facility. NYSERDA is the present owner of the BSW.

The contract cost is hereby decreased by <\$45,387.00> to reflect the credit associated with costs related to the final status of the Bulk Storage Warehouse from "removed" to "returned to NYSERDA". The contract base fee and award fee pool remain unchanged.

B. Clause B. 2, "Estimated Cost, Base, and Award Fee," paragraph (b) is changed as follows as shown on the attached replacement page:

The total estimated cost of this contract is changed from: \$ 250,171,109.27 to \$250,125,722.27 (Including transition costs)" and \$70,208,590 in Recovery Act funding already obligated to the contract.

C. Clause B. 2, "Estimated Cost, Base, and Award Fee," paragraph (c) is changed as follows as shown on the attached replacement page:

The base fee remains: \$3,518,251.52 (less transition).

The total base fee for Recovery Act funded work is \$1,404,172.

D. Clause B. 2, "Estimated Cost, Base, and Award Fee," paragraph (d) is changed as follows as shown on the attached replacement page:

The total available award fee remains: \$8,788,021.26.

The total award fee for Recovery Act funded work is \$2,262,238.00.

E. As a result of contract changes herein the total amount of contract shown in Block 13, of OF 307 is changed to read \$266,537,004.78 in lieu of \$266,582,391.78.

G. This change order constitutes final agreement of all claims arising out of or associated with the negotiation of the work identified in this modification, including changes relative to future subcontract costs. Except as provided herein all other terms and conditions of the contract remain unchanged.

**ORIGINAL**

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 TYPE OF CONTRACT -ITEMS BEING ACQUIRED

This is a cost plus award fee (CPAF) type contract for the West Valley Demonstration Project interim end state. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).

Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. The availability of funds is contingent on appropriations by Congress and New York State. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract. Such funds will be provided for all allowable and allocable billings for cost and fee. It is anticipated that contract funding will be obligated on a quarterly basis throughout each fiscal year.

#### B.2 ESTIMATED COST, BASE, AND AWARD FEE

- (a) The Energy Employees Occupational Injury Compensation Program Act (EEOICPA) costs are separately funded by the Office of Environment, Safety and Health (EH). Costs associated with the Radiological Assistance Program (RAP) support are separately funded by the National Nuclear Security Administration (NNSA). The Contractor shall segregate these charges and report them separately.
- (b) Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is: \$250,125,722.27 (including transition costs) and \$70,208,590 in Recovery Act funding already obligated to the contract)"
- (c) The base fee is: \$3,518,251.52 (less transition)

The total base fee is for Recovery Act funded work is \$1,404,172.

The total contract value is changed to: \$266,537,004.78 in lieu of \$266,582,391.78.

- (d) The award fee for this contract shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available base and award fee for the period may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for the contract is \$8,788,021.26 and \$2,262,238 is the total award fee for work funded by the Recovery Act Funding. Award fee available for each period is as set forth in the award fee plan. Should the anticipated scope per fiscal year increase or decrease by an estimated 10% or greater from the scope as priced in the contract for that year, the Contractor and Government will enter into good faith negotiations to revise the fee pool for that year (and subsequent years as may be appropriate) accordingly.

- (e) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is as shown in the most recent funding modification. It is estimated that this amount is sufficient to cover performance through the period identified in the most recent funding modification.
- (f) Financial Plans: Cost and Commitment Limitations. The Contractor shall comply with DOE issued Financial Plans which establish appropriation obligational control levels (i.e. an upper limit on incurred obligations or expenditures) in the performance of this contract. A Financial Plan is a document issued by DOE that provides the Contractor with the available funding by administrative control points. For example, the Contractor may only spend Project Baseline Summary (PBS) OH-WV-0020 funds on Safeguards and Security.

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### **B.3 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT**

- (a) Contract transition is a 30 to 60 day period of time prior to the date the Contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30 day review and approval period. The Contractor shall obtain all necessary permits and licenses. Available government furnished facilities, property, services and items are identified in Section H and Section J.
- (c) All transition costs shall be included in the total estimated cost of this contract.

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